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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

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12 BOARD OF TRUSTEES OF THE SHEET METAL )	NO.C 10-2464 EDL
WORKERS, et al., )	)
Plaintiffs, )	<u>JUDGMENT PURSUANT TO</u>
vs. )	<u>STIPULATION</u>
15 PACIFIC HEATING & SHEET METAL, a )	)
16 California corporation., )	)
17                      Defendant. )	)
18 _____ )	)

19 It appearing that Plaintiffs BOARD OF TRUSTEES OF THE SHEET METAL  
20 WORKERS HEALTH CARE PLAN OF NORTHERN CALIFORNIA, SHEET METAL WORKERS PENSION  
21 TRUST OF NORTHERN CALIFORNIA, SHEET METAL WORKERS LOCAL 104 VACATION,  
22 HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE, and defendant, PACIFIC HEATING  
23 & SHEET METAL, a California corporation have entered into a stipulation  
24 which provided for judgment against Defendant in the amount of \$89,213.58,

25 IT IS HEREBY ORDERED AND ADJUDGED that plaintiffs BOARD OF  
26 TRUSTEES OF THE SHEET METAL WORKERS HEALTH CARE PLAN OF NORTHERN CALIFORNIA,  
27 SHEET METAL WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET METAL  
28 WORKERS LOCAL 104 VACATION, HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE, have

1 and recovered judgment against defendant, PACIFIC HEATING & SHEET METAL, a  
2 California corporation, in the amount of \$89,213.58, which is composed of  
3 the following:

4           a. Contribution due and unpaid to Plaintiff Trust Funds  
5 for an March and April 2010 in the amount of \$73,052.31;

6           b. Liquidated damages due and unpaid to the Plaintiff  
7 Trust Funds for the same period in the amount of \$14,610.46;

8           c. Interest due pursuant to contract in the amount of  
9 \$900.81;

10          d. Attorneys fees due pursuant to contract in the amount  
11 of \$300.00; and

12          e. Costs of suit incurred in this action in the amount of  
13 \$350.00.

14           IT IS FURTHER ORDERED AND ADJUDGED and agreed by the parties  
15 hereto that an abstract of judgment will be recorded but execution  
16 will not issue on the judgment so long as defendant fully complies  
17 with the following conditions:

18           1. Defendant shall make payments of all ongoing amounts  
19 to become due to the SHEET METAL WORKERS OF NORTHERN CALIFORNIA TRUST  
20 FUNDS pursuant to contract between defendant and Local Union 104 of  
21 the Sheet Metal Workers' International Association for hours worked  
22 by defendant's employees, commencing with payment for May 2010, hours  
23 due on or before June 20, 2010 and continuing until the full amount  
24 of this judgment is paid. Each of said payments will be made by check  
25 payable to SHEET METAL WORKERS TRUST FUNDS and sent to the post office  
box listed on the report form.

27           2. Defendant shall pay the amount of the contributions  
28 under paragraph (a) in the amount of \$73,052.31 in weekly installment

1 payments of \$5,000.00 commencing June 25, 2010. Each subsequent  
2 installment shall be in the amount of \$5,000.00, and paid each Friday  
3 thereafter until the total due is paid. Said installment payments  
4 will be made by check payable to the SHEET METAL WORKERS TRUST FUNDS  
5 and sent to the collection attorney, ERSKINE & TULLEY, 220 Montgomery  
6 Street, Suite 303, San Francisco, California 94104, Attention:  
7 Michael Carroll.

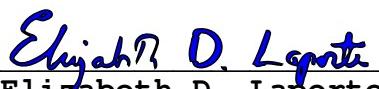
8           3. Once the above amount of \$73,052.31 is paid in full,  
9 the Ways & Means Committee for Plaintiff Trust Funds will exercise  
10 it's discretion and review defendant's eligibility for a reduction of  
11 the liquidated damages, interest, attorneys' fees and costs owed as  
12 stated in paragraphs (b), (c), (d), and (e) above. If defendant is  
13 not eligible for a complete waiver of the amounts due under paragraphs  
14 (b), (c), (d), and (e), defendant shall make payment on the remaining  
15 balance of \$16,161.27 in as many additional weekly installments of  
16 \$5,000.00 as may be required to pay the full amount of the judgment,  
17 or such lesser sum agreed to by Plaintiff Trust Funds.

18           4. Plaintiffs and Defendant each understand and agree that  
19 any modification of payments must be made in writing and agreed to by  
20 both the Plaintiffs and the Defendant.

21           IT IS FURTHER ORDERED AND ADJUDGED that upon failure of the  
22 Defendant to make any of their monthly contribution payments pursuant  
23 to the collective bargaining agreement as set forth in paragraph 1  
24 above, and the monthly installment payments in a timely manner as  
25 required pursuant to the terms of paragraphs 2 and 3 of this  
26 stipulation, execution on the entire judgment in the amount of  
27 \$89,213.58 reduced by any offsets for payments made, shall issue only  
28 after ten (10) days written notice to the Defendant that Plaintiffs

1 or Plaintiffs' attorney declares a default and intends to file a  
2 Declaration stating that a default has occurred on the part of the  
3 defendant. Defendant waives notice of any hearing held by the court  
4 upon the earlier execution of this judgment or Plaintiffs'  
5 declaration.

6 Dated: July 21, 2010

  
Elizabeth D. Laporte

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